



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VIII

999 18th STREET - SUITE 500
DENVER, COLORADO 80202-2466

SDMS Document ID



2004028

ACCESS AGREEMENT

Annunciation School
3536 Lafayette Street
Denver, Colorado

I will allow Environmental Protection Agency (EPA) staff and EPA's authorized representatives to have access to the property(ies) identified above for the purpose of collecting soil samples. I understand that soil collection and testing is being paid for by EPA.

I understand that soil collection and testing are part of an investigation of possible metals contamination in soils in the north Denver area. EPA is conducting this investigation as part of its responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act, a law also referred to as "Superfund".

THE ARCHDIOCESE OF DENVER,
a Colorado corporation sole

November 5, 1999

Print Name

Date

By:

Signature *Raymond N. Jones*
Raymond N. Jones, as
attorney in fact for Charles
J. Chaput, Archbishop

(303) 715-3194

Phone Number

Please check the following if applicable:

☐ I would like EPA to provide me with a portion of the sample, called a "split sample", that I may have analyzed at my own expense.

If you have any questions, please contact Ted Fellman at (303) 312-6119, or Marta Valentine from the Morrison Knudsen Corporation (EPA's contractor) at (303) 948-4693.

Your Comments:

PLEASE SIGN AND RETURN THIS ACCESS AGREEMENT TO OUR CONTRACTOR IN THE ENCLOSED PREPAID ENVELOPE. Sampling teams will visit the property twice. The first time, they will map the property and the second time they will collect samples. Soil sampling will take about 1 hour. If you would like to be notified when we plan to sample the property, please state so in the Comments section. Thank you for participating in this important study of your neighborhood.

Attachment 1
Conditions requested by the Licensor

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee, its contractors, agents, employees and servants shall have the right of reasonable ingress and egress to the Licensed Premises subject to the uses which Licensor and others are making thereof, with the specific understanding that Licensee shall be responsible for any damage suffered by Licensor and others as a result of Licensee's exercise of the rights herein granted.

2. In the exercise of its rights pursuant to this License Agreement, Licensee shall avoid any damage or interference with any installations, structures or improvements located upon the Licensed Premises. Additionally, Licensee shall not hinder nor interfere with the business and activities of Licensor, the owners of proximate land, or the tenants, subtenants, or other Licensees or any of them, or damage or interfere with any utilities or other facilities installed by Licensor or by any other person or entity to whom Licensor has heretofore conveyed or may hereafter convey easements or other rights in or with respect to the Licensed Premises.

3. All costs and expenses incurred in connection with Licensee's activities pursuant to this License Agreement shall be borne by Licensee.

4. Upon the completion of the term of this License Agreement, Licensee, at its sole expense, shall restore the Licensed Premises to substantially the same condition existing prior to such work.

5. Licensee shall defend, indemnify and save harmless Licensor, its successors and assigns, from and against any loss, expense (including attorney's fees) or damage incurred or suffered by Licensor, its successors and assigns, by reasons directly or indirectly arriving out of, caused (in whole or in part) by, or in any way connected with Licensee's use and occupancy of the Licensed Premises.

6. Licensee shall use its best efforts to not permit or suffer any lien to be put upon or arise or accrue against any part of the Licensed Premises in favor of any parties furnishing labor or material to Licensee. Licensee shall hold Licensor and the Licensed Premises free from and against any and all liens, or rights or claims thereof that may or might accrue under or be based upon any mechanic's lien law, now in force or hereinafter to be enacted, resulting from Licensee's use and occupancy of the Licensed Premises, and cause the same to be released.

7. Licensor shall have no responsibility, liability or obligation with respect to any property of Licensee at or in the Licensed Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee.

8. The term of this License Agreement shall expire upon _____ (the "Termination").

9. The Termination of this License Agreement shall not affect any rights, claims or cause of action based (in whole or part) on rights hereunder and events occurring prior to the Termination, all of which shall survive the Termination.



ARCHDIOCESE OF DENVER
MANAGEMENT CORPORATION

1300 South Steele Street
Denver, CO 80210-2599
Phone: 303.722.4687

July 10, 2000

Marta Green, Site Manager
Morrison Knudsen Corporation
10822 W. Toller Drive
Littleton, CO 80127

Re: Soil sampling at Annunciation School

Dear Marta:

Thank you for providing clarification of the sampling protocols which will be used to collect soil samples on the Annunciation School property. This letter will act as permission to proceed to collect the samples without the additional conditions previously requested. Msgr. Jones signed the Access Agreement on November 5, 1999. Please contact the Pastor, Rev. Gene Emerisk, to arrange time to enter the property.

If you have any questions, please contact me.

Sincerely,

Carol L. Walker
Real Estate Paralegal